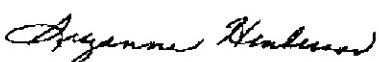


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Official Public Records

Tarrant County Texas

2008 Jul 31 04:18 PM

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Submitter: SIMPLIFILE

2 Pages

Suzanne Henderson
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AMENDMENT OF OIL AND GAS LEASE
AND MEMORANDUM OF OIL AND GAS LEASE****STATE OF TEXAS }
COUNTY OF TARRANT }**

WHEREAS, S-SI Southlake Three, L.P., a Texas limited partnership as lessor, did on the date of June 20, 2008, make and execute unto XTO ENERGY INC., Lessee, a certain unrecorded Oil and Gas Lease as recorded by Memorandum of Oil and Gas Lease at Clerk Document D208282249 Official Public Records of Tarrant County, Texas, covering certain lands situated in Tarrant County, Texas to wit:

2.713 acres, more or less, situated in the Thomas Easter Survey, A-474, Tarrant County, Texas, being Lot 5R, Block 5, Cornerstone Business Park, an addition to the City of Southlake, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 9866, Plat Records, Tarrant County, Texas, and being more particularly described in that certain Special Warranty Deed with Vendor's Lien, dated August 19, 2005, from Southlake Cornerstone Business Park, L.P., a Texas limited partnership to S-SI Southlake Three, L.P., as recorded at Document No. D205248226, Official PublicRecords, Tarrant County, Texas.

AND WHEREAS, Paragraph 8. Offset Wells. as set out in said lease was incorrect and is hereby deleted in its entirety.

NOW THEREFORE it is the desire of the Lessee and Lessor to amend Paragraph 8 by deleting Paragraph 8 in its entirety and replacing Paragraph 8 as follows, to wit:

8. Offset Wells. This offset obligation shall go into effect one (1) year after the effective date of this Lease and shall not apply to any well drilled prior to the effective date of this lease. If the nearest bottom-hole producing perforations in a well capable of producing oil or gas or other hydrocarbons in paying quantities should hereafter be completed within three hundred thirty (330) feet of the Land then, within one hundred twenty (120) days after the offsetting well continuously produces in paying quantities for sixty (60) consecutive days (but subject to Paragraph 11 hereof), Lessee shall commence operations for and thereafter diligently prosecute the drilling of an offset well at a permitted location which is reasonably designed to protect the Land from drainage. Lessee's obligation to drill under this paragraph shall not apply if the 40 acres nearest the offsetting well as to the formation in which the offsetting well is producing is already included within a producing pooled unit or proration unit as determined by Lessee. Lessor and Lessee agree that this offset provision shall supersede and replace any implied obligations of Lessee to protect against drainage during the Primary term of this Lease and after the Primary Term (if perpetuated), whether or not Lessee is the operator or an interest owner as to any offsetting well.

AND WHEREAS, Paragraph 11. Force Majeure as set out in said lease was incorrect and is hereby deleted in its entirety.

NOW THEREFORE it is the desire of the Lessee and Lessor to amend Paragraph 11 by deleting Paragraph 11 in its entirety and replacing Paragraph 11 as follows, to wit:

11. Force Majeure. Should Lessee be wholly prevented by reason of Force Majeure from complying with any express or implied covenant of this Lease (other than a requirement to pay money), from conducting operations on the Land or lands pooled with the Land, or from producing oil or gas, then while so prevented, that covenant will be suspended; Lessee will not be liable for damages for failure to comply therewith; this Lease will be extended so long as Lessee is prevented from conducting operations on or from producing oil or gas from lands pooled with the Land, but in no event for more than one (1) consecutive year or three (3) years

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cumulative; and the time while Lessee is so prevented will not be counted against Lessee. "Force Majeure" means any Act of God, riot, war, strike, insurrection, any federal or state law, or any rule or regulation of governmental authority, or other similar cause (other than financial reasons), lack of a suitable market or other causes beyond the control of Lessee, BUT NOT for Lessee's failure to obtain a necessary permit for its operations from a local, state or federal governing body. Before the provisions of this paragraph may be relied upon by Lessee, Lessee must first furnish written notice to Lessor, within a reasonable time after the first day of the provisions hereof are relied upon, of such event, giving the beginning date thereof; and, within a reasonable time after such event ceases, notify Lessor of the resumption of activities.

AND, in consideration of the premises, I, or we, the undersigned, jointly and severally, do hereby adopt, ratify and confirm the Lease, and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let to the Lessee therein or is successors and assigns, any and all interest which I, or we, now have or may hereafter acquire, either by conveyance, devise, inheritance or operation of laws, and whether vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in the Lease and as amended hereby, and the undersigned hereby declare that the Lease all of its provisions, as amended, are binding on the undersigned and is a valid and subsisting Oil and Gas Lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

EXCEPT as otherwise amended the above described lease is and shall remain in full force and effect as written in accordance with its terms and conditions, and the undersigned Lessors recognize said lease as a valid and sustaining Oil and Gas Lease.

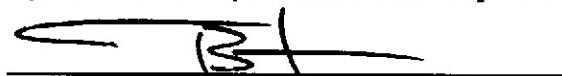
IN WITNESS WHEREOF, this instrument is executed on the respective date of the acknowledgment below, but shall be effective as of June 20, 2008.

LESSOR:

S-SI Southlake Three, L.P., a Texas limited partnership

By: St. Ives Holdings, L.L.C., a Texas limited liability company, as General Partner

By: St. Ives Realty, Inc., a Texas corporation, as Manager

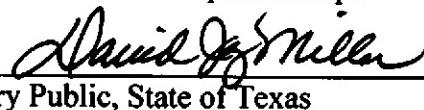


By: Troy Bathman, as President

ACKNOWLEDGMENT

**STATE OF TEXAS }
COUNTY OF DALLAS }**

This instrument was acknowledged before me on the 29th day of July, 2008, by Troy Bathman, as President of St. Ives Realty, Inc., a Texas corporation, as Manager of St. Ives Holdings, L.L.C., a Texas limited liability company, as General Partner of S-SI Southlake Three LP, a Texas limited partnership, acting on behalf of said partnership..



Notary Public, State of Texas



Return to: Bryson G. Kuba
6127 Green Jacket Dr.
Apt# 1136
Fort Worth, TX 76137